

|   |  |  |  |  |                                    |  |
|---|--|--|--|--|------------------------------------|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  |  | <b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b> |  | <b>Rating</b><br>DOA5              | <b>Page</b> 1 <b>of</b> 54                         |
| <b>2. Contract No.</b>  |  | <b>3. Solicitation No.</b><br>DAAE20-02-R-0091 |  | <b>4. Type of Solicitation</b><br>Negotiated (RFP) | <b>5. Date Issued</b><br>2002APR05 | <b>6. Requisition/Purchase No.</b><br>SEE SCHEDULE |
| <b>7. Issued By</b><br>TACOM-ROCK ISLAND<br>AMSTA-LC-CSC-A<br>ROCK ISLAND IL 61299-7630 |  |  | <b>Code</b><br>W52H09  | <b>8. Address Offer To (If Other Than Item 7)</b>  |                                    |  |

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:45pm (hour) local time 2002MAY03 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

|                                  |  |  |
|----------------------------------|--|--|
| <b>10. For Information Call:</b> | <b>Name</b> TERESA STOTTEMYRE<br><b>E-mail address:</b> STOTTEMYRET@RIA.ARMY.MIL | <b>Telephone No. (Include Area Code) (NO Collect Calls)</b><br>(309)782-4626 |
|----------------------------------|--|--|

**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

| Amendment Number | Date | Amendment Number | Date |
|------------------|------|------------------|------|
|                  |      |                  |      |
|                  |      |                  |      |

|  |  |   |                 |  |  |
|--|--|---|-----------------|--|--|
| <b>15A. Contractor/Offeror/Quoter</b>            |  | <b>Code</b>   | <b>Facility</b> | <b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b> |  |
| <b>15B. Telephone Number (Include Area Code)</b> |  | <b>15C. Check if Remittance Address is</b><br><input type="checkbox"/> Different From Blk 15A-<br>Furnish Such Address In Offer |                 | <b>17. Signature</b>   |  |
|  |  |   |                 | <b>18. Offer Date</b>  |  |

**AWARD (To be completed by Government)**

|  |  |                   |   |  |
|--|--|-------------------|---|--|
| <b>19. Accepted As To Items Numbered</b>   |  | <b>20. Amount</b> | <b>21. Accounting And Appropriation</b>   |  |
| <b>22. Authority For Using Other Than Full And Open Competition:</b><br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( ) |  |                   | <b>23. Submit Invoices To Address Shown In</b><br>(4 copies unless otherwise specified) |  |
| <b>24. Administered By (If other than Item 7)</b>  |  |                   | <b>25. Payment Will Be Made By</b>  |  |
| SCD PAS ADP PT   |  |                   |   |  |
| <b>26. Name of Contracting Officer (Type or Print)</b>   |  |                   | <b>27. United States Of America</b><br><br>_____<br>(Signature of Contracting Officer)  |  |
|  |  |                   | <b>28. Award Date</b>   |  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

|                           |  |                            |
|---------------------------|--|----------------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-02-R-0091 <b>MOD/AMD</b> | <b>Page</b> 2 <b>of</b> 54 |
|---------------------------|--|----------------------------|

**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <https://aais.ria.army.mil>

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

|     |        |  |          |
|-----|--------|--|----------|
| A-1 | HQ, DA | NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES | JUL/1993 |
|-----|--------|--|----------|

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

|     |                         |                                 |          |
|-----|-------------------------|---------------------------------|----------|
| A-2 | 52-201-4501<br>TACOM-RI | NOTICE ABOUT TACOM-RI OMBUDSMAN | NOV/1995 |
|-----|-------------------------|---------------------------------|----------|

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI  
AMSTA-AQ-AR (OMBUDSMAN)  
Rock Island IL 61299-7630  
Phone: (309) 782-3223  
Electronic Mail Address: [amsta-aq-ar@ria.army.mil](mailto:amsta-aq-ar@ria.army.mil)

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

Name of Offeror or Contractor:

(AS7006)

A-3

52.210-4516  
TACOM-RI

COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4

52.211-4506  
TACOM-RI

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS

DEC/1997

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

| SPI | MILITARY/FEDERAL<br>SPEC/STANDARD | LOCATION OF<br>REQUIREMENT | FACILITY | ACO |
|-----|-----------------------------------|----------------------------|----------|-----|
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |
|     |                                   |                            |          |     |

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN

CLIN

CLIN

CLIN

PRICE \$

PRICE \$

PRICE \$

PRICE \$

(End of clause)

| CONTINUATION SHEET | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-R-0091 MOD/AMD | Page 4 of 54 |
|--------------------|---|--------------|
|--------------------|---|--------------|

**Name of Offeror or Contractor:**

(AS7008)

A-5            52.215-4503            NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED            FEB/2002  
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI  
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI  
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6            52.233-4503            AMC-LEVEL PROTEST PROGRAM            JUN/1998  
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

|                    |   |         |              |
|--------------------|---|---------|--------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued |         | Page 5 of 54 |
|                    | PIIN/SIIN DAAE20-02-R-0091                | MOD/AMD |              |

Name of Offeror or Contractor:

A-752.243-4510DIRECT VENDOR DELIVERYJAN/1999TACOM-RI

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-852.245-4576NOTICE OF DEMILITARIZATION REQUIREMENTMAR/1995TACOM-RI

This solicitation and any resulting contract are subject to the ''Demilitarization - Small Arms Weapons and Parts, and Accessories (Category I - Munitions List Items)'' clause contained in Section H of this document.

(End of clause)

(AS7500)

A-952.246-4538CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2JUN/1998TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-6591.

(END OF CLAUSE)

(AS7502)

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE               | AMOUNT                   |
|---------|--|----------|------|--------------------------|--------------------------|
| 0001    | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS<br><br>Supplies or Services and Prices/Costs<br><br>PRODUCTION QUANTITY<br><br>NOUN: PIVOT, SLIDE<br>SECURITY CLASS: Unclassified<br><br>With First Article Approval<br>Delivery Shall Be FOB Destination<br><br>Without First Article Approval<br>(Delivery of 0001AA & 0001AB Not Required)<br>Delivery Shall Be FOB Destination<br><br><br>(End of narrative B001)  | 2041     | EA   | \$ _____<br><br>\$ _____ | \$ _____<br><br>\$ _____ |
| 0001AA  | Packaging and Marking<br><br>DATA ITEM<br><br>NOUN: FIRST ARTICLE TEST REPORT<br>SECURITY CLASS: Unclassified<br><br>Packaging and Marking<br><br>Inspection and Acceptance<br>INSPECTION: Origin      ACCEPTANCE: Destination<br>Government Approval/Disapproval Days: 30<br><br>Deliveries or Performance<br>DOC                          SUPPL<br>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD<br>001                                 3<br>DEL REL CD              QUANTITY              DAYS AFTER AWARD<br>001                                 1                                 0112<br><br>FOB POINT: Destination<br><br>SHIP TO: PARCEL POST ADDRESS<br>(ZZZ555)    TACOM-ROCK ISLAND<br>ATTN AMSTA-LC-CSC<br>ROCK ISLAND IL 61299-7630 |          |      |                          |                          |
| 0001AB  | PRODUCTION QUANTITY WITH FIRST ARTICLE<br><br>NSN: 1005-01-128-5470<br>NOUN: PIVOT,SLIDE<br>FSCM: 19200<br>PART NR: 9348393<br>SECURITY CLASS: Unclassified<br>PRON: M121S406M1      PRON AMD: 01  |          |      |                          |                          |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 0001AC  | AMS CD: 0700116Z6ZA<br><br>Packaging and Marking<br><br>Inspection and Acceptance<br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>Deliveries or Performance<br>DOC                          SUPPL<br>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD<br>001 W52H092063A151 W45G19 J                          1<br>DEL REL CD       QUANTITY       DAYS AFTER AWARD<br>001                          1,020                          0202<br><br>002                          1,021                          0232<br><br>FOB POINT: Destination<br><br>SHIP TO: FREIGHT ADDRESS<br>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br>HIGHWAY 82 WEST CL V<br>GATE 44 BLDG 184<br>TEXARKANA                          TX 75507-5000 |          |      |            |        |
|         | PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV   |          |      |            |        |
|         | NSN: 1005-01-128-5470<br>NOUN: PIVOT,SLIDE<br>FSCM: 19200<br>PART NR: 9348393<br>SECURITY CLASS: Unclassified<br>PRON: M12LS406M1      PRON AMD: 01<br>AMS CD: 0700116Z6ZA   |          |      |            |        |
|         | Packaging and Marking<br><br>Inspection and Acceptance<br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br>Deliveries or Performance<br>DOC                          SUPPL<br>REL CD    MILSTRIP    ADDR    SIG CD    MARK FOR    TP CD<br>001 W52H092063A151 W45G19 J                          1<br>DEL REL CD       QUANTITY       DAYS AFTER AWARD<br>001                          1,020                          0109<br><br>002                          1,021                          0139<br><br>FOB POINT: Destination<br><br>SHIP TO: FREIGHT ADDRESS<br>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br>HIGHWAY 82 WEST CL V<br>GATE 44 BLDG 184<br>TEXARKANA                          TX 75507-5000                            |          |      |            |        |
|         |  |          |      |            |        |
|         |  |          |      |            |        |
| 0002    | Supplies or Services and Prices/Costs  |          |      |            |        |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0002AA  | <p><u>PRODUCTION QUANTITY</u></p> <p>320</p> <p>EA</p> <p>NOUN: SLIDE, PISTOL<br/>SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u><br/>Delivery Shall Be FOB Destination</p> <p>\$ _____ \$ _____</p> <p><u>Without First Article Approval</u><br/>(Delivery of 0002AA &amp; 0002AB Not Required)<br/>Delivery Shall Be FOB Destination</p> <p>\$ _____ \$ _____</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>   |          |      |            |        |
|         | <p><u>DATA ITEM</u></p> <p>NOUN: FIRST ARTICLE TEST REPORT<br/>SECURITY CLASS: Unclassified</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: Origin ACCEPTANCE: Destination<br/>Government Approval/Disapproval Days: 30</p> <p><u>Deliveries or Performance</u><br/>DOC SUPPL<br/><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br/>001 3<br/><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br/>001 1 0158</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u><br/>(ZZZ555) TACOM-ROCK ISLAND<br/>ATTN AMSTA-LC-CSC<br/>ROCK ISLAND IL 61299-7630</p> |          |      |            |        |
| 0002AB  | <p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NSN: 1005-01-128-5468<br/>NOUN: SLIDE,PISTOL<br/>FSCM: 19200<br/>PART NR: 9348392<br/>SECURITY CLASS: Unclassified<br/>PRON: M121S407M1 PRON AMD: 01<br/>AMS CD: 0700116Z6ZA</p> <p><u>Packaging and Marking</u></p>  |          |      |            |        |



| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT       |
|---------|---|----------|------|--------------|--------------|
| 0002AC  | <u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001 W52H092063A150 W45G19 J 1<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br>001                          160                          0269<br><br>002                          160                          0299<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br>HIGHWAY 82 WEST CL V<br>GATE 44 BLDG 184<br>TEXARKANA TX 75507-5000  |          |      |              |              |
|         | <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u><br><br>NSN: 1005-01-128-5468<br>NOUN: SLIDE,PISTOL<br>FSCM: 19200<br>PART NR: 9348392<br>SECURITY CLASS: Unclassified<br>PRON: M121S407M1 PRON AMD: 01<br>AMS CD: 0700116Z6ZA<br><br><u>Packaging and Marking</u><br><br><u>Inspection and Acceptance</u><br>INSPECTION: Origin      ACCEPTANCE: Origin<br><br><u>Deliveries or Performance</u><br>DOC SUPPL<br><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u><br>001 W52H092063A150 W45G19 J 1<br><u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u><br>001                          160                          0179<br><br>002                          160                          0209<br><br>FOB POINT: Destination<br><br>SHIP TO: <u>FREIGHT ADDRESS</u><br>(W45G19)    XR W390 RED RIVER MUNITIONS CTR<br>HIGHWAY 82 WEST CL V<br>GATE 44 BLDG 184<br>TEXARKANA TX 75507-5000 |          |      |              |              |
|         |   |          |      |              |              |
|         |   |          |      |              |              |
|         |   |          |      |              |              |
|         |   |          |      |              |              |
| 0003    | <u>Supplies or Services and Prices/Costs</u><br><br><u>DATA ITEM</u>  |          |      | \$ ** NSP ** | \$ ** NSP ** |

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
|         | <p>NOUN: DD FORM 1423 REQUIREMENTS<br/>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u><br/>INSPECTION: DestinationACCEPTANCE: Destination</p> |          |      |            |        |

|                                |   |         |               |
|--------------------------------|---|---------|---------------|
| CONTINUATION SHEET             | Reference No. of Document Being Continued |         | Page 11 of 54 |
|                                | PIIN/SIIN DAAE20-02-R-0091                | MOD/AMD |               |
| Name of Offeror or Contractor: |   |         |               |

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u> | <u>Title</u>                            | <u>Date</u> |
|-----|------------------------|---|-------------|
| B-1 | 252.225-7008<br>DFARS  | SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY | MAR/1998    |

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

None

(BA6701)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-02-R-0091 <b>MOD/AMD</b> | <b>Page 12 of 54</b> |
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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u>  | <u>Title</u>           | <u>Date</u> |
|-----|-------------------------|------------------------|-------------|
| C-1 | 52.210-4501<br>TACOM-RI | DRAWINGS/SPECIFICATION | MAR/1988    |

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

APPLICABLE TO CLIN 0001  
Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9348393 with revisions in effect as of 1/15/2002 (except as follows):

| DOCUMENT    | DELETE                | REPLACE WITH                                 |
|-------------|-----------------------|--|
| P9348393    | MIL-P-116/MIL-P-14232 | MIL-STD-2073-1                               |
|             | MIL-P-3420            | MIL-PRF-3420                                 |
|             | MIL-B-117             | MIL-DTL-117                                  |
| QAP 9348393 | MIL-STD-105           | MIL-STD-1916                                 |
|             | MIL-STD-105 AQLS      | MIL-STD-1916 VL IV for MAJOR &               |
|             |                       | MIL-STD-1916 VL II for MINOR Characteristics |

APPLICABLE TO CLIN 0002  
Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9348392 with revisions in effect as of 1/15/2002 (except as follows):

| DOCUMENT    | DELETE                | REPLACE WITH                                 |
|-------------|-----------------------|--|
| P9348392    | MIL-P-116/MIL-P-14232 | MIL-STD-2073-1                               |
|             | MIL-P-3420            | MIL-PRF-3420                                 |
|             | MIL-B-117             | MIL-DTL-117                                  |
| QAP 9348392 | MIL-STD-105           | MIL-STD-1916                                 |
|             | MIL-STD-105 AQLS      | MIL-STD-1916 VL IV for MAJOR &               |
|             |                       | MIL-STD-1916 VL II for MINOR Characteristics |

(CS6100)

|     |                         |                               |          |
|-----|-------------------------|-------------------------------|----------|
| C-2 | 52.210-4501<br>TACOM-RI | PHOSPHATE COATING REQUIREMENT | MAR/2002 |
|-----|-------------------------|-------------------------------|----------|

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.

a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection". The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Tank-automotive and Armaments Command - Rock Island site, ATTN: AMSTA-LC-CSCA/Teresa Stottlemire, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to TACOM-RI for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)." The final rinse shall be checked by a standard free and total acid titration along with a pH reading prior to starting production and at least every 8 hours thereafter.

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings." The frequency for testing coating weight is per lot "at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance." Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is per lot "at least every 8 hours."

(End of clause)

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><br><b>PIIN/SIIN</b> DAAE20-02-R-0091 <b>MOD/AMD</b> | <b>Page 13 of 54</b> |
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**Name of Offeror or Contractor:**

(CS6510)

|     |             |   |          |
|-----|-------------|---|----------|
| C-3 | 52.210-4511 | STATEMENT OF WORK - OZONE DEPLETING CHEMICALS | MAR/1994 |
|     | TACOM-RI    |   |          |

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, 'Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances'.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

|     |             |  |          |
|-----|-------------|--|----------|
| C-4 | 52.248-4502 | CONFIGURATION MANAGEMENT DOCUMENTATION | JUL/2001 |
|     | TACOM RI    |  |          |

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <https://aais.ria.army.mil>

|     | Regulatory Cite         | Title   | Date     |
|-----|-------------------------|---|----------|
| D-1 | 52.211-4501<br>TACOM-RI | PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) | FEB/2000 |

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 Dec 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY  
Level of Packing: B  
Quantity Per Unit Package: 001  
SPI Number: CLIN 0001 - 9348393 Rev - , Date 30 Sep 83  
CLIN 0002 - 9348392 Rev - , Date 30 Sep 83

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 May 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: N/A

(End of clause)

(DS6411)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>  
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

|   | <u>Regulatory Cite</u>                    | <u>Title</u>                              | <u>Date</u>                                     |
|---|---|---|---|
| E-1   | 52.246-2                                  | INSPECTION OF SUPPLIES - FIXED-PRICE      | AUG/1996  |
| E-2   | 52.246-16                                 | RESPONSIBILITY FOR SUPPLIES               | APR/1984  |
| E-3   | 52.246-11                                 | HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT | FEB/1999  |
| The Contractor shall comply with the higher-level quality standard selected below, (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.) |   |   |   |
|   | Title                                     | Number                                    | Date Tailoring                                  |
| ( )   | Quality Management Systems - Requirements | ISO 9001:2000                             | 13 Dec 2000 tailored by excluding paragraph 7.3 |
| ( )   | Quality Systems - Model for QA            | ISO 9002                                  | 1994 untailored                                 |

(End of clause)

(EF6002)

|  |                         |   |          |
|--|-------------------------|---|----------|
| E-4  | 52.209-4512<br>TACOM-RI | FIRST ARTICLE TEST (CONTRACTOR TESTING) | MAR/2001 |
| a. The first article shall consist of:   |                         |   |          |
| 5 each Slides, Part Number 9348392, Inspected per all requiremetns of Quality Assurance Provision 9348392 and 5 each Pivots, Part Number 9348393, Inspected per all requirements of Quality Assurance Provision 9348393, which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.  |                         |   |          |
| b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement. |                         |   |          |
| c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:  |                         |   |          |
| (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.  |                         |   |          |
| (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.  |                         |   |          |
| (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process  |                         |   |          |

Name of Offeror or Contractor:

has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to AMSTA-AR-QAW.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

(ES6016)

|     |             |                                 |          |
|-----|-------------|---------------------------------|----------|
| E-5 | 52.209-4513 | FIRST ARTICLE CONFIRMATORY TEST | MAY/1994 |
|     | TACOM-RI    |                                 |          |

a. When notified by the Contracting Officer that First Article Confirmatory Testing will be imposed, the contractor shall submit upon completion of First Article contractor testing, the following items identified below for confirmatory testing:

| QUANTITY | ITEM NOMENCLATURE | DRAWING |
|----------|-------------------|---------|
| 5 each   | Pivots            | 9348393 |
| 5 each   | Slides            | 9348392 |

b. Shipment of the confirmatory test sample shall be accomplished on or before the submission date of the contractor's First Article Test Report.

c. The confirmatory test sample shall be packaged and packed by the contractor in accordance with contractual requirements and marked "For Confirmatory Test". The sample shall be shipped to the location identified below at Contractor's expense, except when transportation protective service or transportation security is required by other provision of this contract, in which case the test sample items shall be delivered FOB origin and shipped on a Government Bill of Lading: CDR, TACOM-ARDEC, AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.

The accompanying Material Inspection and Receiving Report (DD Form 250) shall be marked "For Confirmatory Test, No Charge". Two copies of the DD Form 250 shall be forwarded to: CDR, TACOM-ARDEC, AMSTA-AR-QAW-C, Rock Island, IL 61299-7300.

d. Failure of the confirmatory test sample to meet contractual requirements shall be cause for disapproval of the first article. Notification of approval, conditional approval, or disapproval of the first article shall be in accordance with the First Article Approval - Contractor Testing Clause.



|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

e. At the Contracting Officer's discretion, the confirmatory test units with unused repair parts may be returned to contractor for refurbishing and may subsequently be shipped as deliverable contract items. Inspection and acceptance of the refurbished test units shall be in accordance with contractual requirements. The costs of refurbishing will be negotiated between the parties.

(End of Clause)

(ES6030)

E-6                      52.246-4531                      ACCEPTANCE INSPECTION EQUIPMENT (AIE)                      MAR/2001  
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-7                      52.246-4540                      CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000                      APR/2001  
TACOM-RI

a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.

c. You may provide the following information relative to (CP)2-2000 certification:

(1) \_\_\_\_\_NOT CERTIFIED

Name of Offeror or Contractor:

(2)\_\_\_\_\_CERTIFIED

(i)\_\_\_\_\_DATE OF CERTIFICATION

(ii)\_\_\_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Alternatives to Lot Acceptance Sampling (including Statistical Process Control (SPC)) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical level I or Critical Level II or "special."

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical Level I or Critical Level II" or "special" characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

|                           |  |                      |
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>  
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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>                              | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15              | STOP-WORK ORDER                           | AUG/1989    |
| F-2 | 52.242-17              | GOVERNMENT DELAY OF WORK                  | APR/1984    |
| F-3 | 52.247-34              | F.O.B. DESTINATION                        | NOV/1991    |
| F-4 | 52.247-48              | F.O.B. DESTINATION - EVIDENCE OF SHIPMENT | FEB/1999    |
| F-5 | 52.211-16              | VARIATION IN QUANTITY                     | APR/1984    |

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

Zero percent (0%) increase

Zero percent (0%) decrease.

This increase or decrease shall apply to the total contract quantity.

(FF7020)

|     |             |  |          |
|-----|-------------|--|----------|
| F-6 | 52.247-4531 | COGNIZANT TRANSPORTATION OFFICER<br>TACOM-RI | MAY/1993 |
|-----|-------------|--|----------|

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

|                                       |  |                             |
|---------------------------------------|--|-----------------------------|
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(FS7240)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

For Local Clauses See: <https://aais.ria.army.mil>

|     | <u>Regulatory Cite</u>  | <u>Title</u>                  | <u>Date</u> |
|-----|-------------------------|-------------------------------|-------------|
| G-1 | 52.232-4500<br>TACOM-RI | CONTRACT PAYMENT INSTRUCTIONS | AUG/1997    |

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>  
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<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.  
(HA7001)

|     | <u>Regulatory Cite</u>  | <u>Title</u>                                      | <u>Date</u> |
|-----|-------------------------|---|-------------|
| H-1 | 252.247-7023<br>DFARS   | TRANSPORTATION OF SUPPLIES BY SEA                 | MAR/2000    |
| H-2 | 252.247-7024<br>DFARS   | NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA | MAR/2000    |
| H-3 | 52.232-4506<br>TACOM-RI | PROGRESS PAYMENT LIMITATION                       | MAR/1988    |

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.  
(End of Clause)

(HS6002)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| H-4 | 52.246-4500<br>TACOM-RI | MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) | NOV/2001 |
|-----|-------------------------|---|----------|

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is [stottlemeyret@ria.army.mil](mailto:stottlemeyret@ria.army.mil). The data fax number for submission is (309) 782-3813, ATTN: Teresa Stottlemeyre.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:  
N/A

(End of Clause)  
(HS6510)

|     |                       |                                     |          |
|-----|-----------------------|-------------------------------------|----------|
| H-5 | 252.217-7026<br>DFARS | IDENTIFICATION OF SOURCES OF SUPPLY | NOV/1995 |
|-----|-----------------------|-------------------------------------|----------|

|                    |   |               |
|--------------------|---|---------------|
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**Name of Offeror or Contractor:**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer of sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

| Line<br>Items | National<br>Stock<br>Number | Commercial<br>Item<br>(Y or N) | Company | Source of Supply<br>Address | Part No. | Actual<br>Mfg |
|---------------|-----------------------------|--------------------------------|---------|-----------------------------|----------|---------------|
| (1)           | (2)                         | (3)                            | (4)     | (4)                         | (5)      | (6)           |
| _____         | _____                       | _____                          | _____   | _____                       | _____    | _____         |

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list 'none.'
- (3) Use 'Y' if the item is a commercial item; otherwise, use 'N'. If 'Y' is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use 'Y' if the source of supply is the actual manufacturer; 'N' if it is not; and 'U' if unknown.

(End of clause)

NOTE:

- a. An original and one copy of the information required above, shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- b. In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of Clause)

(HA7705)

|     |                         |   |          |
|-----|-------------------------|---|----------|
| H-6 | 52.245-4575<br>TACOM-RI | DEMILITARIZATION - SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES<br>(CATEGORY I - MUNITIONS LIST ITEMS) | FEB/1995 |
|-----|-------------------------|---|----------|

- (a) Definitions. (i) 'Excess property,' means property of the type covered by this contract for which the Contractor does not claim or is refused payment; including, but not limited to, rejects or overruns. Excess property (whether title to the property is in the Government or not) includes completed or partially completed parts, components, subassemblies and assemblies, end items, and all associated packaging and marking.
- (ii) 'Significant Military Equipment (SME),' means those articles for which special controls are warranted because of their capacity for military utility or capability.
- (iii) 'Munitions List Items (MLI),' means those items listed on the U.S. Munitions List. The U.S. Munitions List delineates the articles, services and related technical data designated as defense articles and defense services pursuant to the Arms Export Control Act.
- (b) This contract requires the manufacture, assembly, test, maintenance, repair and/or delivery of military/defense items. This clause sets forth the requirements for the demilitarization, and corresponding certification, of excess property under this contract. These requirements are applicable to any contractor/subcontractor who performs work on this contract.

|                                       |   |                      |
|---------------------------------------|---|----------------------|
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| <b>Name of Offeror or Contractor:</b> |   |                      |

(c)(1) Upon completion of production under this contract, the contractor shall notify the ACO, or his designated representative, in a timely manner so that a Government representative can physically witness the demilitarization of material under this contract. Demilitarization shall be accomplished as prescribed in subparagraph (d) below. The Contractor and the Government representative are both required to sign and date the demilitarization certificate (provided below). The certificate shall state that demilitarization has been accomplished, and identify the quantity and items which were demilitarized.

CERTIFICATE

I, \_\_\_\_\_ (name and title of Contractor's employee) am the officer or employee of \_\_\_\_\_ (name of company) responsible for assuring demilitarization requirements have been accomplished. I certify that \*\* (IDENTIFY ITEMS AND QUANTITIES) \*\* were demilitarized in accordance with instructions provided in contract \_\_\_\_\_ (contract number).

(end of certificate)

(2) This certificate, along with the final DD Form 250, will be forwarded by the Government QAR to the Administrative Contracting Officer (ACO) so that final payment can be made. The ACO will not release the final DD Form 250 for payment to the Contractor unless the Demilitarization Certificate has been received. The Demilitarization Certificate received will become part of the contract file.

WARNING: SIGNING A FALSE CERTIFICATE CONSTITUTES A FELONY AND MAY SUBJECT THE INDIVIDUAL TO CRIMINAL PROSECUTION.

(3) To accomplish the certification requirements for subcontractor demilitarization, the contractor is required to follow all procedures of subparagraph (c)(1) above. The subcontractor is responsible for all of the contractor requirements specified, and the contractor is responsible for all of the Government requirements specified. Therefore, the prime Contractor must witness the actual demilitarization of material under this contract by the subcontractor, and so certify.

(d) Excess property shall be completely destroyed or mutilated (whichever is prescribed) prior to final payment, as set forth below. Demilitarization is necessary in order that the property will be unusable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning the property to make saleable as implements of destruction.

(1) The following items are considered to be SME and require total destruction worldwide:

- (i) All nonautomatic, semiautomatic, and automatic firearms and other weapons up to and including .50 caliber and all components and parts;
- (ii) Shotguns and all components and parts;
- (iii) Shoulder fired grenade launchers and all components and parts;
- (iv) Man portable rocket launchers and all components and parts;
- (v) Individually operated weapons which are prorable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft and all components and parts;
- (vi) Pyrotechnic pistols and other ground signal projectors and all components and parts;
- (vii) Rifle grenade launchers and all components and parts;
- (viii) Magazines and ammunition clips for items in this category. (Clips for the M1 rifle do not require demilitarization.)
- (ix) Insurgency counter-insurgency type firearms or other weapons having a special military application (i.e., close assault weapons systems), regardless of caliber, and all components and parts;
- (x) Technical data related to the manufacture or production of any defense article enumerated above.

(2) The following items are considered to be SME accessories and require key point demilitarization worldwide:

- (i) Gun mounts (including bipods and tripods). Key points are all attachment points/fittings and moveable joints.

(3) The following items are considered to be MLI accessories and require total or key point destruction worldwide, or as



|  |  |   |
|--|--|---|
| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-02-R-0091      MOD/AMD</p> | <p style="text-align: center;"><b>Page 25 of 54</b></p> |
|--|--|---|

**Name of Offeror or Contractor:**

indicated:

- (i) Silencers, suppressors and mufflers (total destruction).
- (ii) Rifle scopes and all types of telescopic and optical sights including those designated for night sighting and viewing (key point destruction). Key points are attachment points/fittings, lenses, infrared source and as otherwise indicated by the ICA.
- (4) The following items are considered to be MLI and to not require demilitarization:
  - (i) Clips for the M1 Rifle.
  - (ii) All other technical data (not in subparagraph (d)(1) above) and defense services directly related to any defense article enumerated in this category.
- (e) Method and degree of demilitarizations.
  - (1) For items listed in subparagraph (d)(1) above, the preferred normal method of demilitarization is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will completely sever the item and be made in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures in Appendix 7 of DoD 4160.21-M-1, Defense Demilitarization and Trade Security Control Manual. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.
  - (2) Machine Guns will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent restoration. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken or distorted to preclude restoration to a usable condition.
  - (3) Receivers shall be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
  - (4) Bolts and barrels will be demilitarized by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
  - (5) Accessories; i.e., silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, and gunmounts (including bipods and tripods) will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized as depicted in appropriate figures contained in Appendix 7 of DoD 4160.21-M-1.
  - (6) Other metallic parts, including M2 conversion kits, will be demilitarized by cutting, crushing or melting.
  - (7) Technical Data, to include any reproduced copies, additional drawings and working papers, will be demilitarized by burning, shredding or pulping.
  - (f) If demilitarization by melting is authorized and the Contractor does not possess the capability to perform this operation, this could be accomplished at Contractor expense by Rock Island Arsenal. If you desire to use this method, refer to the clause in Section J titled 'Attachment - Demilitarization by Melting/Demilitarization of Surplus Small Arms Weapons and Parts.
  - (g) The requirements of this clause shall apply to any packaging of Government property and excess property containing nonremovable markings required exclusively by this contract. Removable markings shall be removed before any nondemilitarized disposition.
  - (h) The Contractor/subcontractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor/subcontractor other than as scrap.
  - (i) Any excess property which arises out of this contract, but for which no demilitarization order was included in the contract, shall not be released, retained, sold, or disposed of in any manner without instructions from the ACO.
  - (j) Any requests for exceptions or waivers to this clause must be made in writing to the Procuring Contracting Officer.
  - (k) The Contractor further agrees that this clause, including this subparagraph (k), will be included in any subcontracts for the aforesaid items.

(End of clause)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

(HS7500)

H-7                      52.247-4545                      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION                      MAY/1993  
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

|      | Regulatory Cite | Title   | Date     |
|------|-----------------|---|----------|
| I-1  | 52.202-1        | DEFINITIONS   | DEC/2001 |
| I-2  | 52.203-3        | GRATUITIES  | APR/1984 |
| I-3  | 52.203-5        | COVENANT AGAINST CONTINGENT FEES  | APR/1984 |
| I-4  | 52.203-8        | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY                          | JAN/1997 |
| I-5  | 52.203-10       | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  | JAN/1997 |
| I-6  | 52.203-12       | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  | JUN/1997 |
| I-7  | 52.204-4        | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER  | AUG/2000 |
| I-8  | 52.211-5        | MATERIAL REQUIREMENTS   | AUG/2000 |
| I-9  | 52.211-15       | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  | SEP/1990 |
| I-10 | 52.215-2        | AUDIT AND RECORDS - NEGOTIATION   | JUN/1999 |
| I-11 | 52.215-11       | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS  | OCT/1997 |
| I-12 | 52.215-13       | SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS  | OCT/1997 |
| I-13 | 52.215-14       | INTEGRITY OF UNIT PRICES  | OCT/1997 |
| I-14 | 52.215-21       | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS      | OCT/1997 |
| I-15 | 52.219-8        | UTILIZATION OF SMALL BUSINESS CONCERNS  | OCT/2000 |
| I-16 | 52.222-19       | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES   | DEC/2001 |
| I-17 | 52.222-21       | PROHIBITION OF SEGREGATED FACILITIES  | FEB/1999 |
| I-18 | 52.222-26       | EQUAL OPPORTUNITY   | APR/2002 |
| I-19 | 52.222-35       | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-20 | 52.222-36       | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN/1998 |
| I-21 | 52.222-37       | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-22 | 52.223-6        | DRUG-FREE WORKPLACE   | MAY/2001 |
| I-23 | 52.223-14       | TOXIC CHEMICAL RELEASE REPORTING  | OCT/2000 |
| I-24 | 52.225-3        | BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT - ISRAELI TRADE ACT - BALANCE OF PAYMENTS PROGRAM  | FEB/2002 |
| I-25 | 52.225-8        | DUTY-FREE ENTRY   | FEB/2000 |
| I-26 | 52.225-13       | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL/2000 |
| I-27 | 52.225-15       | SANTIONED EUROPEAN UNION COUNTRY END PRODUCTS   | FEB/2000 |
| I-28 | 52.227-2        | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   | AUG/1996 |
| I-29 | 52.229-3        | FEDERAL, STATE, AND LOCAL TAXES   | JAN/1991 |
| I-30 | 52.229-5        | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO  | APR/1984 |
| I-31 | 52.232-1        | PAYMENTS  | APR/1984 |
| I-32 | 52.232-8        | DISCOUNTS FOR PROMPT PAYMENT  | FEB/2002 |
| I-33 | 52.232-11       | EXTRAS  | APR/1984 |
| I-34 | 52.232-17       | INTEREST  | JUN/1996 |
| I-35 | 52.232-18       | AVAILABILITY OF FUNDS   | APR/1984 |
| I-36 | 52.232-23       | ASSIGNMENT OF CLAIMS - ALTERNATE I  | APR/1984 |
| I-37 | 52.232-25       | PROMPT PAYMENT  | FEB/2002 |
| I-38 | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION                                    | MAY/1999 |
| I-39 | 52.233-1        | DISPUTES  | DEC/1998 |
| I-40 | 52.233-3        | PROTEST AFTER AWARD   | AUG/1996 |
| I-41 | 52.242-13       | BANKRUPTCY  | JUL/1995 |
| I-42 | 52.243-1        | CHANGES - FIXED PRICE   | AUG/1987 |

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|      | Regulatory Cite | Title  | Date     |
|------|-----------------|--|----------|
| I-43 | 52.244-6        | SUBCONTRACTS FOR COMMERCIAL ITEMS  | MAR/2002 |
| I-44 | 52.246-23       | LIMITATION OF LIABILITY  | FEB/1997 |
| I-45 | 52.247-63       | PREFERENCE FOR U.S. - FLAG AIR CARRIERS  | JAN/1997 |
| I-46 | 52.248-1        | VALUE ENGINEERING  | FEB/2000 |
| I-47 | 52.249-2        | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  | SEP/1996 |
| I-48 | 52.249-8        | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)   | APR/1984 |
| I-49 | 52.253-1        | COMPUTER GENERATED FORMS   | JAN/1991 |
| I-50 | 252.203-7001    | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES                                   | MAR/1999 |
| I-51 | 252.204-7003    | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT   | APR/1992 |
|      | DFARS           |  |          |
| I-52 | 252.204-7004    | REQUIRED CENTRAL CONTRACTOR REGISTRATION   | NOV/2001 |
|      | DFARS           |  |          |
| I-53 | 252.209-7000    | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
|      | DFARS           |  |          |
| I-54 | 252.215-7000    | PRICING ADJUSTMENTS  | DEC/1991 |
|      | DFARS           |  |          |
| I-55 | 252.225-7001    | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM   | MAR/1998 |
|      | DFARS           |  |          |
| I-56 | 252.225-7002    | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS   | DEC/1991 |
|      | DFARS           |  |          |
| I-57 | 252.225-7009    | DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)   | AUG/2000 |
|      | DFARS           |  |          |
| I-58 | 252.225-7010    | DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS   | AUG/2000 |
|      | DFARS           |  |          |
| I-59 | 252.225-7012    | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES  | AUG/2000 |
|      | DFARS           |  |          |
| I-60 | 252.225-7014    | PREFERENCE FOR DOMESTIC SPECIALTY METALS - ALTERNATE I   | MAR/1998 |
|      | DFARS           |  |          |
| I-61 | 252.225-7016    | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS   | DEC/2000 |
|      | DFARS           |  |          |
| I-62 | 252.225-7031    | SECONDARY ARAB BOYCOTT OF ISRAEL   | JUN/1992 |
|      | DFARS           |  |          |
| I-63 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS                                | SEP/2001 |
|      | DFARS           |  |          |
| I-64 | 252.231-7000    | SUPPLEMENTAL COST PRINCIPLES   | DEC/1991 |
|      | DFARS           |  |          |
| I-65 | 252.232-7004    | DOD PROGRESS PAYMENT RATES   | OCT/2001 |
|      | DFARS           |  |          |
| I-66 | 252.242-7000    | POSTAWARD CONFERENCE   | DEC/1991 |
|      | DFARS           |  |          |
| I-67 | 252.242-7004    | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM  | DEC/2000 |
|      | DFARS           |  |          |
| I-68 | 252.243-7001    | PRICING OF CONTRACT MODIFICATIONS  | DEC/1991 |
|      | DFARS           |  |          |
| I-69 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT  | MAR/1998 |
|      | DFARS           |  |          |
| I-70 | 252.244-7000    | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)  | MAR/2000 |
|      | DFARS           |  |          |
| I-71 | 252.246-7000    | MATERIAL INSPECTION AND RECEIVING REPORT   | DEC/1991 |
|      | DFARS           |  |          |
| I-72 | 52.217-6        | EVALUATED OPTION FOR INCREASED QUANTITY  | MAR/1990 |

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) Clins 0001 and 0002 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) Clins 0001 and 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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d. The Contracting Officer may exercise the evaluated option at any time preceding 30 calendar days prior to the last scheduled delivery by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

|  | <u>Unit Price</u> |
|--|-------------------|
| Evaluated Option<br>(F.O.B. Destination) | \$_____ CLIN 0001 |
|  | \$_____ CLIN 0002 |

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-73                      52.232-16                      PROGRESS PAYMENTS                      FEB/2002  
The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

- (a) Computation of amounts.
  - (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.
  - (2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that will be paid to subcontractors -
    - (i) In accordance with the terms and conditions of a subcontract of invoice; and
    - (ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.
  - (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -
    - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
    - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
  - (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
    - (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
    - (ii) Costs incurred by subcontractors or suppliers.
    - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or

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amortized portion of such costs.

- (iv) Payments made or amounts payable to subcontractors or suppliers, except for--
  - (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
  - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.
- (7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.
- (c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:
  - (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
  - (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
  - (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
  - (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
  - (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
  - (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.
- (d) Title.
  - (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
  - (2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
    - (i) Parts, materials, inventories, and work in process;
    - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
    - (iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
    - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

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(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

- (1) The amounts included are limited to -
  - (i) The unliquidated reminder of financing payments made; plus
  - (ii) any unpaid subcontractor requests for financing payments.
- (2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.
- (3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -
  - (i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that

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clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefinitized Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.



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(1) Due date. The designated payment office will make progress payments on the 30th date after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(End of Clause)

(IF6182)

I-74                      52.203-6                      RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT                      JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-75                      52.203-7                      ANTI-KICKBACK PROCEDURES                      JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

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(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-76                      52.209-3                      FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II                      JAN/1997

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked 'FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article

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approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7116)

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| I-77 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH<br>CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

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| I-78 | 52.215-8 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | OCT/1997 |
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

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I-79      52.219-4      NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.      JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_\_Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

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| I-80 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

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| I-81 | 52.245-9 | USE AND CHARGES (DEVIATION) | APR/1984 |
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(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in

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paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-82      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-83      252.211-7005      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS      OCT/2001

DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

|                                  |   |                             |
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(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:\_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

\_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

| <u>List of<br/>Addenda</u> | <u>Title</u>                    | <u>Date</u> | <u>Number<br/>of Pages</u> | <u>Transmitted By</u> |
|----------------------------|---------------------------------|-------------|----------------------------|-----------------------|
| Exhibit A                  | CONTRACT DATA REQUIREMENTS LIST |             | 3PG                        |                       |
| Attachment 001             | TECHNICAL DATA PACKAGE          |             | 1CD                        |                       |
| Attachment 002             | DOCUMENT SUMMARY LIST           |             | 2PG                        |                       |

For Local Clauses See: <https://aais.ria.army.mil>  
The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

| <u>List of<br/>Addenda</u> | <u>Title</u>   | <u>Date</u> | <u>Number<br/>of Pages</u> |  |
|----------------------------|--|-------------|----------------------------|--|
| Attachment 1A              | Instructions for Completing DD Form 1423                               | JUN 90      | 1 Pg                       |  |
| Attachment 2A              | IOC Form 715-3   | FEB 96      | 2 Pgs                      |  |
| Attachment 3A              | AMCCOM Form 71-R   | 01OCT88     | 2 Pgs                      |  |
| Attachment 4A              | Guidance on Documentation of Contract<br>Data Requirements List (CDRL) |             | 2 Pgs                      |  |
| Attachment 5A              | Disclosure of Lobbying Activities (SF-LLL)                             |             | 3 Pgs                      |  |
| Attachment 6A              | Data Delivery Description - Engineering Change Proposal                | JUL 01      | 9 Pgs                      |  |
| Attachment 7A              | Data Delivery Description - Notice of Revision                         | JUL 01      | 2 Pgs                      |  |
| Attachment 8A              | Data Delivery Description - Request for Deviation                      | JUL 01      | 4 Pgs                      |  |

(End of Clause)

(JS7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|-----|------------------------|--|-------------|
| J-1 | 52.2100-4500           | ATTACHMENT-DEMILITARIZATION BY MELTING/DEMILITARIZATION OF SURPLUS<br>SMALL ARMS WEAPONS AND PARTS | JAN/1994    |

Demilitarization by Melting.

Where the contractor does not have facilities to accomplish demilitarization by melting, such demilitarization will be performed by Rock Island Arsenal (RIA). All cleaning, packaging, packing, crating and transportation costs will be borne by the contractor. Correspondence requesting complete instructions for shipping Small Arms Weapons and Small Arms Parts (residue) for melting, should be addressed to:

Commander, Rock Island Arsenal  
Directorate of Logistics  
ATTN: SMCRI-DLD-T (W52R1Q)  
Rock Island, IL 61299-5000

Baseline Instruction for Generating Services:

(a) Only small arms up to and including .50 Caliber, and small arms parts (residue) for which demilitarization by melting is prescribed, will be shipped to RIA for melting.

(b) Items containing magnesium will not be shipped to RIA, but will be demilitarized locally.

(c) Completely degrease and clean small arms weapons, and small arms parts (residue), prior to packaging for shipment to RIA.



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(d) Melting, and any additional accumulated costs, will be paid by the generating services, not RIA or TACOM-RI.

(e) A complete computerized serial number (SN) transaction list, by weapons' receiver SN, will be sent to SMCRI-DLD-T prior to shipment of materiel to RIA, for comparison with Department of Defense, Small Arms Serialization Program (DoDSASP) records.

(f) Shipments must be received at RIA within 90 days of the generating activities receipt of the ''shipment clearance'', from SMCRI-DLD-T, RIA.

Holding (Disposal) Activities.

(a) The Defense Reutilization & Marketing Office (DRMO), in the holding activity, is responsible for assuring that items for which demilitarization by melting is not prescribed, are not shipped to RIA for melting. Items for which demilitarization by melting is not prescribed, such as ammunition links, will be disposed of locally.

(b) All nonmetallic parts and nonferrous accessories (slings, oilers, cleaning rods, cleaning brushes, cleaning thongs, holster thongs, holsters, scabbards, carrying cases and bags, wooden and plastic stocks, hand guards, and other extraneous items to include all levels of packaging) WILL BE REMOVED from the material to be demilitarized before shipment, and will be disposed of locally. Where circumstances indicate unwarranted cost to the Government in unpacking, stripping and reporting previously packaged weapons or parts, deviation from this requirement may be requested from Commander, RIA, Directorate of Logistics, SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(c) All shipments to RIA will be packed in sealed numbered containers not to exceed 2,000 pounds per container. CONEX containers are the preferred means of shipping sensitive weapons for demilitarization. Where CONEX containers are used, the 2,000 pound weight limitation does not apply; however, items should not be placed in CONEX containers without being packed in individual containers. Containers will be reinforced and banded sufficiently to withstand shipment without breaking. When shipped by rail, containers will be blocked to prevent shifting, and the boxcars will be sealed.

(d) Items described in subparagraph (g) below, must be accounted for, identified, and will be placed in containers separate from miscellaneous components and parts. Other miscellaneous components and parts will be shipped to RIA in separate containers, and identified to SMCRI-DLD-T, RIA, as miscellaneous weapons parts, by weight and inventory value.

(e) Prior to shipment, authority to ship will be obtained from Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000.

(f) Shipping documents will specify number of containers and total weight of material, not otherwise identifiable by name (NOIBN), and will be signed by the shipper. Original and two copies of the shipping documents will be forwarded to Commander, RIA, Directorate of Logistics, ATTN: SMCRI-DLD-T (W52R1Q), Rock Island, IL 61299-5000, with the shipment.

(g) In those cases where complete weapons, weapons stripped of nonmetallic parts, silencers, suppressors, mufflers, receivers (or assemblies including receivers), bayonets, trench knives and switchblades, etc., are included in the shipment, RIA, or other consignees', will be advised in advance by teletype, electronic mail (or most expeditious means) to reach the consignee in advance of the shipment, specifying shipping document number; identification number of each container; type of weapons, exact quantity; and acquisition cost (inventory value) of each type of weapon in the container. Telephone may be used in an emergency, provided confirmation is made promptly by teletype, electronic mail, or letter.

(h) The item count of weapons shipped must agree with count furnished in the advance notice. Weapons will not be withdrawn from the shipment after RIA, or other consignee, is advised of shipment, without notifying the consignee of the change.

(i) Bill of Lading will reflect:

1. Rail Shipments. Description will be shown as scrap, iron or steel, NOIBN, not copper clad, having value for resmelting purposes only. Rail classification (UFC #9) Item Number 54820.

2. Truck Shipment. Description will be shown as scrap, iron, or steel, NOIBN, not copper clad, having value for resmelting purposes only. Motor classification (NMFCA10) Item Number 106610.

(End of Clause)

(JS7005)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <https://aais.ria.army.mil>  
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:  
<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.  
(KA7001)

|  | <u>Regulatory Cite</u> | <u>Title</u>   | <u>Date</u> |
|--|------------------------|--|-------------|
| K-1  | 52.203-11              | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN<br>FEDERAL TRANSACTIONS       | APR/1991    |
| K-2  | 52.204-6               | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER  | JUN/1999    |
| K-3  | 252.209-7001<br>DFARS  | DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST<br>COUNTRY                     | MAR/1998    |
| K-4  | 252.209-7004<br>DFARS  | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE<br>GOVERNMENT OF A TERRORIST COUNTRY | MAR/1998    |
| K-5  | 52.219-1               | SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I   | APR/2002    |
| (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332994.  |                        |  |             |
| (2) The small business size standard is 1000.  |                        |  |             |
| (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.  |                        |  |             |
| (b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.  |                        |  |             |
| (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.  |                        |  |             |
| (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.  |                        |  |             |
| (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -  |                        |  |             |
| (i) it<br>____is<br>____is not<br>a veteran-owned small business concern.  |                        |  |             |
| (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it<br>____is<br>____is not<br>a service-disabled veteran-owned small business concern.   |                        |  |             |
| (6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -  |                        |  |             |
| (i) it<br>____is<br>____is not<br>a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and |                        |  |             |

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| <p style="text-align: center;"><b>CONTINUATION SHEET</b></p> | <p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIN/SIIN DAAE20-02-R-0091      MOD/AMD</p> | <p style="text-align: center;"><b>Page 43 of 54</b></p> |
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- (ii) it
- \_\_\_is
- \_\_\_is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

- \_\_\_\_\_ Black American.
- \_\_\_\_\_ Hispanic American.
- \_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

K-6                      52.203-2                      CERTIFICATE OF INDEPENDENT PRICE DETERMINATION                      APR/1985

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7                      52.204-5                      WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)                      MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by

Name of Offeror or Contractor:

one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it \_\_\_\_is,\_\_\_\_is not a women-owned business concern.

(End of provision)

(KF7064)

K-8                      52.207-4                      ECONOMIC PURCHASE QUANTITY - SUPPLIES                      AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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|  |

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| <u>ITEM</u> | <u>QUANTITY</u> | <u>PRICE<br/>QUOTATION</u> | <u>TOTAL</u> |
|-------------|-----------------|----------------------------|--------------|
|             |                 |                            |              |
|             |                 |                            |              |
|             |                 |                            |              |
|             |                 |                            |              |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-9                      52.209-5                      CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,                      DEC/2001  
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

|   |   |  |
|---|---|--|
| <p align="center"><b>CONTINUATION SHEET</b></p> | <p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-02-R-0091 <b>MOD/AMD</b></p> | <p align="center"><b>Page 46 of 54</b></p> |
|---|---|--|

**Name of Offeror or Contractor:**

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ( )  
are not ( )  
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( )  
has not ( ),  
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

|      |          |                      |          |
|------|----------|----------------------|----------|
| K-10 | 52.215-6 | PLACE OF PERFORMANCE | OCT/1997 |
|------|----------|----------------------|----------|

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  
  
( )intends,  
( )does not intend  
(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

|  |   |
|--|---|
| Place of Performance (Street<br>Address, City, State, County, Zip<br>Code) | Name and Address of Owner and<br>Operator of the Plant or Facility if<br>Other Than Offeror or Respondent |
|--|---|

|                           |  |                      |
|---------------------------|--|----------------------|
| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE20-02-R-0091 <b>MOD/AMD</b> | <b>Page 47 of 54</b> |
|---------------------------|--|----------------------|

**Name of Offeror or Contractor:**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(End of Provision)

(KF7023)

|      |           |   |          |
|------|-----------|---|----------|
| K-11 | 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORTS | FEB/1999 |
|------|-----------|---|----------|

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

|      |           |                               |          |
|------|-----------|-------------------------------|----------|
| K-12 | 52.222-25 | AFFIRMATIVE ACTION COMPLIANCE | APR/1984 |
|------|-----------|-------------------------------|----------|

The offeror represents that (a) it  
 ( ) has developed and has on file,  
 ( ) has not developed and does not have on file,  
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
 ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

|      |           |   |          |
|------|-----------|---|----------|
| K-13 | 52.223-13 | CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING | OCT/2000 |
|------|-----------|---|----------|

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of th Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g)

Name of Offeror or Contractor:

of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

(i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located withing any State of the Unite States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Unite States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

K-14 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE SEP/1999  
DFARS  
(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

| Line Item Number | Country of Origin |
|------------------|-------------------|
|                  |                   |
|                  |                   |

(List only qualifying country end products.)



(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

| Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
| <div></div>      | <div></div>                  |
| <div></div>      | <div></div>                  |

(End of Provision)

KA7702

K-15

252.247-7022

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA

AUG/1992

DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

|                           |  |                      |
|---------------------------|--|----------------------|
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <https://aais.ria.army.mil>  
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

|     | <u>Regulatory Cite</u> | <u>Title</u>  | <u>Date</u> |
|-----|------------------------|---|-------------|
| L-1 | 52.211-2               | AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L | DEC/1999    |
| L-2 | 52.215-1               | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION  | MAY/2001    |
| L-3 | 52.215-20              | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA  | OCT/1997    |
| L-4 | 52.222-38              | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS   | DEC/2001    |
| L-5 | 52.232-13              | NOTICE OF PROGRESS PAYMENTS   | APR/1984    |
| L-6 | 52.211-14              | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE  | SEP/1990    |

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

|     |          |                  |          |
|-----|----------|------------------|----------|
| L-7 | 52.216-1 | TYPE OF CONTRACT | APR/1984 |
|-----|----------|------------------|----------|

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of Provision)

(LF6008)

|     |          |                    |          |
|-----|----------|--------------------|----------|
| L-8 | 52.233-2 | SERVICE OF PROTEST | OCT/1995 |
|-----|----------|--------------------|----------|

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-RI, AMSTA-LC-CSCA/PCO, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

| CONTINUATION SHEET             | Reference No. of Document Being Continued<br>PIIN/SIIN DAAE20-02-R-0091 MOD/AMD | Page 51 of 54 |
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| Name of Offeror or Contractor: |   |               |

(LF6254)

|     |          |                                     |          |
|-----|----------|-------------------------------------|----------|
| L-9 | 52.252-5 | AUTHORIZED DEVIATIONS IN PROVISIONS | APR/1984 |
|-----|----------|-------------------------------------|----------|

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

|      |                         |                        |          |
|------|-------------------------|------------------------|----------|
| L-10 | 52.215-4510<br>TACOM-RI | ELECTRONIC BIDS/OFFERS | NOV/2001 |
|------|-------------------------|------------------------|----------|

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaibids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.  
<<https://aaibids.ria.army.mil/aaib/PaddWeb/index.html>>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

|                                       |  |                      |
|---------------------------------------|--|----------------------|
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| <b>Name of Offeror or Contractor:</b> |  |                      |

L-11                      52.215-4511                      ELECTRONIC AWARD NOTICE                      FEB/2002  
TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7013)

**Name of Offeror or Contractor:**

## SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or [www.acq.osd.mil/dp/dars](http://www.acq.osd.mil/dp/dars)

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

| Regulatory Cite | Title | Date |
|-----------------|-------|------|
|-----------------|-------|------|

M-1            52.217-5            EVALUATION OF OPTIONS            JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-2                      9.306(c) FAR                      FIRST ARTICLE APPROVAL

a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

|     |              |  |          |
|-----|--------------|--|----------|
| M-3 | 252.225-7003 | INFORMATION FOR DUTY-FREE ENTRY EVALUATION | MAR/1998 |
|     | DFARS        |  |          |

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

|                    |   |         |               |
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Name of Offeror or Contractor:

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?  
\$\_\_\_\_\_.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

(MA7703)

M-4 52.215-4507 EVALUATION OF OFFERS MAR/1988  
TACOM-RI  
An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)